

**THIS DOCUMENT IS NOT A CONTRACT OF EMPLOYMENT, PRIOR
DOCUMENTS ON THIS SUBJECT ARE REVOKED. EMPLOYMENT WITH
THE CITY OF GREENVILLE IS AT-WILL.**

POLICY NO. HR-35

DATE: 12/29/08

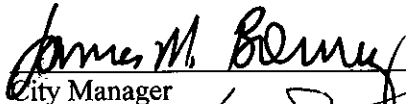
SUBJECT: Telecommuting

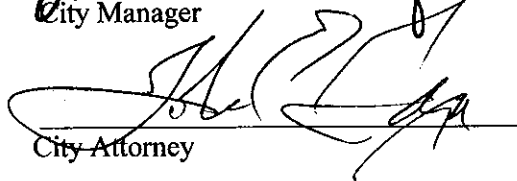
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Approvals:


City Manager


City Attorney


Human Resources Director

I. Purpose

This policy enables department heads to designate employees to work at home to promote general office efficiencies.

II. Applicability

This policy applies to all departments of the City of Greenville, and specifically to those employees whose job responsibilities are amenable to a telecommuting arrangement. This policy does not apply in situations related to telecommuting offered as a result of providing reasonable accommodation for qualified individuals with a disability.

III. Definitions

- **Central workplace:** The designated space on City property where an employee conducts City business.
- **Telecommuter Workplace:** The alternative work site where the employee conducts City business when working at a location other than the central workplace. Typically, this is the employee's home.
- **Telecommuter:** An employee who works away from his/her central workplace at home.
- **Telecommuting:** Telecommuting is a work arrangement in which supervisors permit employees to perform their usual job duties in the specified telecommuter workplace, in accordance with the telecommuting work agreement. Writing, reading, telephoning, data analysis, computer programming, word-processing, and data entry are tasks which may be amenable to telecommuting.
- **Work Agreement:** The written agreement between the agency and employee that details the terms and conditions of an employee's work away from his or her central workplace. Work agreements are required for telecommuting.
- **Work Schedule:** The normal weekly days and hours that an employee is scheduled to work in both the central workplace and the telecommuter workplace.

IV. Policy

Telecommuting, also known as telework, is a mutually agreed upon workplace option between the City and the employee, which allows work to be done at the employee's home for up to 3 days a week. Telecommuting can be used by department heads to manage people, time, space and workload more efficiently and effectively. When used properly, telecommuting programs can reduce commuting time and expenses for employees, improve recruitment and retention efforts, extend hours of customer service, and improve employee performance. An employee's participation in telecommuting is strictly voluntary.

A. Telecommuting Eligibility

No employee is entitled to, or guaranteed the opportunity, to telecommute. Offering the opportunity to work at home is a management option, based on the discretion of the

employee's immediate supervisor and department head. In making decisions about which positions are appropriate to designate or approve for telecommuting, department heads and supervisors should thoroughly analyze the duties of the positions and how the work is performed.

To be eligible for telecommuting, an employee must:

- Be a regular employee beyond the probationary period.
- Have job duties requiring minimal face-to-face interaction with internal or external customers or project workgroups. The employee's tasks must be able to be performed successfully away from the office.
- Have minimal needs for specialized material or equipment in order to telecommute. Employees interested in telecommuting must already have a safe and ergonomic home office environment as well as general office supplies needed at their home in order to telecommute. Office furniture will not be provided to employees who telecommute.
- Have characteristics which include a demonstrated conscientiousness about work time and productivity, self-motivation, and the ability to work well alone.
- Effectively communicate with supervisors and co-workers.
- Be currently performing at an overall satisfactory level or above in their position.
- Be in a position which does not require a high degree of supervision or close scrutiny

B. Telecommuting Application

If an employee desires to work at home, the employee must discuss options for telecommuting with their immediate supervisor. If the immediate supervisor is supportive of the request for telecommuting, the employee must submit a written request for telecommuting to the department director, using the **"Telecommuting Application"** form (Exhibit A) included within this policy. The employee must also submit and sign the **"Self-certified Telecommuting worksite Safety Checklist"** (Exhibit B) in conjunction with the application. The checklist is designed to assess the overall safety of the home work site.

C. Telecommuting Agreement

Upon approval of a telecommuting application, the supervisor must complete the **"Telecommuting Agreement"** (Exhibit C) for relevant department head and Human Resource Director review and approval. The approved agreement must be signed by the employee, the immediate supervisor, department head and Human Resource Director.

Should a conflict arise between two or more employees concerning a telecommuting arrangement, the employee's immediate supervisor shall have final authority to resolve the matter. In resolving the matter, the supervisor must ensure that similarly situated employees are treated in a fair and consistent manner.

D. Terminating the Telecommuting Agreement

The telecommuting agreement may be terminated at any time by either the employee or the immediate supervisor. The request must be made in writing. It is recommended that two (2) weeks notice be given if possible. The department may immediately terminate the agreement due to infractions of rules, policies, practices, standards or procedures deemed detrimental to the City or the department. All equipment, records, materials, and supplies are to be returned in good condition within five (5) working days of termination of this agreement.

At the expiration of the telecommuting agreement, the employee has the option to request renewal of the arrangement by filling out another telecommuting request form.

E. Hardware, Software and Supplies

Although the need for specialized material or equipment in order to telecommute should be minimal, in order to stay in compliance with FOIA, HIPPA, and SC Identity Theft Laws, the City will provide technological equipment (hardware and software) and services (such as technical support) if required to perform essential job duties and if it is approved in advance by the employee's supervisor, division manager and department head. The employee's immediate supervisor should consult with Management Information Systems (MIS) in advance if an employee requires remote access or technology support in order to telecommute.

Departments will incur costs related to technology upon approval of a telecommuting agreement. Expenses for telecommuting agreements require the approval of the department director. All equipment is on loan for the duration of the telecommuting arrangement and will promptly be returned once the telecommuting arrangement is severed. City employees agree to comply with the City's technology usage policy for said equipment. Employees who telecommute shall not allow anyone, except authorized City employees, to use City provided equipment (including hardware and software) and services.

The City's MIS division will provide routine maintenance and repairs to City provided equipment. The employee is required to provide high-speed internet service as a condition of telecommuting. All related costs are the responsibility of the employee.

F. Maintaining Security of City Resources

Telecommuting from home represents security risks that the employee and the City must mitigate to ensure the confidentiality, integrity, and availability of City information and network services. All City information, regardless of sensitivity level, must be protected. Adequate precautions must be taken at the telecommuter location to ensure the security of City data, hardware, and communication links. Supervisors must be aware of what information is at the telecommuter's home work site.

Employees will adhere to all City approved security policies, standards and guidelines to ensure the confidentiality, integrity and availability of City resources. City data, applications, documents and other City resources must be protected by the telecommuter from unauthorized viewing, use or access by all third parties including

family and friends. In the event a telecommuter has received authorization from City management to transport or store sensitive data at their alternative work location, multiple layers of security, and/or physical security measures must be implemented.

Telecommuters should ensure they protect City information and information technology, such as computers, hard drives and removable media between the central workplace and their home work location. Telecommuters must avoid leaving the equipment or documents in a car, even if it is locked. If City equipment and/or documents must be left in a car, they must be locked in a hard trunk.

The telecommuter must immediately report any case of a security incident or information breach to their department head.

G. Childcare

Telecommuting is not a substitute for dependent or childcare. Telecommuters must make or maintain childcare arrangements. Employees who telecommute are expected to make dependent and/or child care arrangements during the period they are telecommuting.

H. Workspace

The City is not obligated to assume responsibility for operating costs (e.g., utilities, phone etc.) home office furniture or other costs incurred by employees in the use of their home as an alternate work location. The City requires that all telecommuting employees establish and maintain a dedicated workspace that is safe and ergonomically conforms to office standards, including the bathroom and other areas that may be necessary for working during the telecommuting arrangement. This is necessary to avoid injury and/or claims resulting from injury or illness. The City reserves the right to inspect an employee's telecommuter workspace.

I. Hours of Work

The telecommuter will have regularly scheduled work hours agreed upon with his or her supervisor and department director, including specific core hours of phone accessibility. The telecommuter must attend all required staff meetings unless the supervisor excuses such absence.

The employee must keep a log of all hours worked during the telecommuting and summary of activities. For non-exempt employees covered by the provisions of the Fair Labor Standards Act, any hours beyond their normal work schedule must be authorized in advance by the employee's supervisor. General leave normally scheduled during a telecommuting employee's scheduled workday must be arranged in the same manner with their immediate supervisor as employees at the central workplace.

J. Travel Time

If an employee is telecommuting and during the workday he/she comes into the workplace, the time traveling from the employee's home to the workplace must be treated as "job-site" to "job-site" travel. The employee's travel time must be counted as hours worked and compensated accordingly. Whenever possible, when telecommuting employees are requested to report to the workplace, they should be so

notified by the end of the work day prior to the day they are requested to report to the workplace. In such cases, travel time between home and the workplace is treated as regular commuting time and is not counted as hours worked and compensated.

K. Telephone Expenses

Telephone expenses will not be reimbursed by the City unless extenuating circumstances warrant such reimbursement. Employees without a City cell phone should make all business related, long-distance calls from the central workplace. The City will not reimburse the employee for local telephone calls or service.

L. Employee/Supervisor Communication

Supervisors must develop appropriate and effective ways to supervise the work of those in the telecommuting program. To assist in measuring the success of the telecommuter in meeting performance standards, supervisors should focus on results generated by the telecommuter rather than observed performance, and should also communicate in advance what assignments or tasks are appropriate and expected. The Telecommuting employees must communicate with their immediate supervisors to provide status reports and other requested information on a schedule determined by the supervisor.

After an employee begins a telecommuting arrangement, supervisors should conduct periodic reviews with the employee to evaluate the success of the arrangement. It is recommended that a first time telecommuter is reviewed during the first 45 days, at the end of three months, at the end of six months, and after one year.

Supervisors have the discretion to call a telecommuting employee to the workplace on their regularly commuting work day during their regular work hours to meet workload requirements.

M. Workers' Compensation and Injuries to Third Parties

Employees who telecommute will be covered by Worker's Compensation for all job-related injuries occurring within the defined telecommuter workplace and during their defined work period. Worker's compensation will not apply to non-job related injuries that occur in the home. The employee also remains responsible for injuries to third parties and/or members of the employee's family on the employee's premises. The City will not be responsible for injuries to third parties or members of the employee's family that occur on the employee's premises.

In the event of a job-related incident, accident, or injury during telecommuting hours, the employee shall report the incident to their supervisor as soon as possible and follow established procedures to report and investigate workplace incidents, accidents, and/or injuries. The employee must allow home office inspections conducted by the City if a job related incident, accident, or injury has occurred.

Telecommuting Application

Name: _____

Home Address: _____

Position: _____

Department: _____

Office Phone: _____

Home Phone: _____

Supervisor: _____

Miles from office to home: _____

1. Briefly describe your current responsibilities:

2. Please read the following job characteristics and then rate each according to your current job requirements:

Job Requirements	High	Low	None
1. Ability to control and schedule work responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Clear and understandable work assignment objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Ability to work autonomously	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Requires ability to concentrate on work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Amount of PC or computer work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Clear understanding of computer security requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Amount of face-to-face contact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Amount of telephone communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Amount of in-office reference material needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Amount of generally sensitive material/data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Amount of sensitive data handled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

High ratings for items 1-6 and low ratings for items 7-11 tend to indicate that the job and/or the person is compatible with the telecommuting program.

3. Describe how your job will be adapted to telecommuting.

4. How will telecommuting assist you in meeting the goals and needs of your work unit and benefit the City?

5. How often do you believe you need to telecommute?

- ☐ One day a week
☐ Two days a week
☐ Three days a week

6. What kinds of work do you expect to do while telecommuting?

Type of work	Percentage of time
Writing	_____
Word processing	_____
Data Management	_____
Computer programming	_____
Reading	_____
Talking on the phone	_____
Sending/receiving e-mails	_____
Meetings	_____
Planning/organizing	_____
Administrative support work	_____
Evaluation/research/analysis	_____
Other (please specify)	_____

7. What equipment would you need to telecommute?

- ☐ Computer
☐ Printer
☐ Specialized software, specify: _____
☐ Fax
☐ Copier
☐ Wireless Capabilities
☐ Other (please specify) _____

8. Do you have a Broadband internet connection? If so, please specify the provider (cable modem, AT&T, Charter, etc.): _____

9. Please describe the telecommuter workspace that you intend to perform your work.

10. What distractions or obligations might make working at home difficult? What are your plans for handling these?

11. Do you have anything else you think bears on the City's decision to allow you to telecommute?

Employee Signature: _____ Date: _____

For Supervisors Only:

Request:

☐ **Approved**— Details to be outlined in Telecommuting Agreement

☐ **Denied**— Comments: _____

Supervisor's Signature: _____ Date: _____

Department Head Signature _____ Date: _____

Human Resource Director _____ Date: _____

Self-Certified Home Worksite Safety Checklist

Employee Name: _____

City Department: _____

Supervisor's Name: _____

Home Address: _____

Home Phone: _____

The following checklist is designed to assess the overall safety of your home work location. Please read and complete the self-certification safety checklist and submit with your telecommuting application. Upon completing, the checklist should be signed and dated by the participating employee and immediate supervisor.

Describe the designated work area:

To the best of your knowledge:

1. Is the space free of asbestos-containing materials?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2. If the space is not free, is the asbestos-containing material undamaged and in good condition?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3. Is the space free of indoor air quality problems?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4. Is there adequate ventilation for the desired occupancy?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5. Are lavatories available with hot and cold running water?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6. Is the space free of noise hazards (noises in excess of 85 decibels)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
7. Are all stairs with four or more steps equipped with handrails?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
8. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
9. Do circuit breakers clearly indicate if they are in the open or closed position?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
10. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
11. Will the building's electrical system permit the grounding of electrical equipment?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

12. Are aisles, doorways, and hallways free of obstructions to permit visibility and movement?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
13. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
14. Do chairs have any loose casters (wheels)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
15. Are the rungs and legs of chairs sturdy?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
16. Is the work area overly furnished?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
17. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
18. Is the office space neat, clean and free of excessive amounts of combustibles?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
19. Are floor surfaces clean, dry, levels and freed of worn or frayed seams?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
20. Are carpets well secured to the floor and free of worn or frayed seams?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

My signature below indicates that this safety checklist of the proposed home worksite is true and accurate to the best of my knowledge. I further understand that any intentional inaccuracies found in this check list may be grounds for disciplinary action.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Telecommuting Agreement

This agreement specifies the conditions applicable to an arrangement for performing work at home on an occasional, short-term, or long-term basis. This agreement is being made between _____, hereafter identified as "Department", and _____, hereafter identified as "Employee".

This agreement begins on _____ (date) and continues until _____ (date). If this is an occasional or long-term arrangement, it must be reviewed and renewed annually during evaluation time or more frequently as circumstances may warrant.

1. Days and hours when the employee is normally expected to be in the department (central work site) are _____ (specify days and hours).
2. The home worksite is: _____ (specify location).
3. Days and hours when the employee will normally work at this alternate worksite are: _____ (specify days and hours).
4. Changes to the work schedule or additional hours involving overtime at any work site must be approved in advance by the supervisor.
5. General leave, medical appointments or overtime shall be requested and approved by the supervisor.
6. The duties and assignments authorized to be performed at the home worksite are: (NOTE: The supervisor reserves the right to assign work as necessary at any worksite.)
7. Employee agrees that he/she shall not conduct any unauthorized, external (non-City) work during their telecommuting work schedule.
8. Employee agrees that telecommuting is not a substitute for dependent or childcare and make any necessary dependent and/or child care arrangements during the period they are telecommuting.
9. Recognizing that effective communication is essential for this arrangement to be successful, the following methods and times of communicating are agreed upon (please specify):
 - a) Who is to be contacted, including backup or emergency contacts: _____
 - b) When will regular communication take place? _____
 - c) How often is communication required on telecommute days? _____
 - d) Method of communication (e.g. phone, fax, beeper, electronic means, face-to-face, etc.) _____

10. The employee agrees to maintain accessibility during designated work hours, and understands that management retains the right to modify this agreement on a temporary basis as a result of business necessity.
11. Regarding space and equipment purchase, set-up, maintenance, and required data security procedures, the employee agrees to:
 - a) Maintain a safe and secure work environment and agrees to allow the City access to assess safety and security.
 - b) Establish and maintain a dedicated workspace that is safe and ergonomically conforms to office standards, including the bathroom and other areas that may be necessary for working during the telecommuting arrangement.
 - c) Report work-related injuries to the supervisor at the earliest reasonable opportunity. The employee agrees to hold the City harmless for damages to real or personal property or injury to others at the home worksite as a result of participating in the telecommuting program.
 - d) Use the City-owned records and materials for purposes of City business only and to protect them against unauthorized or accidental access, use, modification, duplication, destruction, or disclosure and to return records in their original condition within specified timeframes.
 - e) Report to the supervisor instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.
 - f) Secure City information removed from the central workplace.
12. The employee understands and agrees that the City is not obligated to assume responsibility for operating costs (e.g., utilities, phone etc.) home office furniture or other costs incurred by employees in the use of their home as an alternate work location.
13. The employee agrees that the City reserves the right to inspect an employee's home office.
14. The employee understands that all records and materials provided by the City shall remain the property of the City.
15. The employee understands that all obligations, responsibilities, terms and conditions of employment with the City remain unchanged, except those obligations and responsibilities specifically addressed in this agreement.
16. The employee will ensure compliance with all City rules, policies, practices, standards and procedures related to city-provided equipment and software.
17. The employee may be required to log work activities. The employee agrees to turn in his/her log of work activities and any supporting documentation, as determined by their supervisor.
18. The employee and the City agree and understand that this agreement may be terminated at any time by either the employee or the immediate supervisor. The request must be made in

writing. It is recommended that two (2) weeks notice be given if possible. All equipment, records, materials, and supplies are to be returned in good condition and within five (5) working days of termination of this agreement.

19. The employee understands the City may immediately terminate the agreement due to infractions of rules, policies, practices, standards or procedures deemed detrimental to the City or the Department.

I hereby affirm by my signature that I have read this telecommuting agreement and understand and agree to all of its provisions.

Employee Signature

Date

Supervisor's Signature

Date

Department Director's Signature

Date

Human Resource Director's Signature

Date

Copy: Employee

Original: Employee's Personnel File